

Stephanie R. Tatar (237792)
TATAR LAW FIRM, APC
3500 West Olive Avenue, Suite 300
Burbank, CA 91505
Telephone: (323) 744-1146
Facsimile: (888) 778-5695
Stephanie@TheTatarLawFirm.com

Attorneys for Plaintiff Andra Rasby

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANDRA RASBY

Plaintiff,

vs.

EARLY WARNING LLC and
WELLS FARGO BANK, N.A.

Defendants.

Civil Action No. 2:15-cv-9024

**COMPLAINT FOR VIOLATION OF THE
FAIR CREDIT REPORTING ACT AND
THE CALIFORNIA CONSUMER CREDIT
REPORTING AGENCIES ACT**

DEMAND FOR JURY TRIAL

I.

PRELIMINARY STATEMENT

1. This is an action for damages brought by an individual consumer against the Defendants for violations of the Fair Credit Reporting Act (hereafter the “FCRA”), 15 U.S.C. §§ 1681 *et seq.*, *as amended* and the California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code §§ 1785.1-1787.3.

1 9. The inaccurate information negatively reflects upon the Plaintiff,
2 Plaintiff's bank account history, Plaintiff's financial responsibility and Plaintiff's
3 credit worthiness. Due to Defendants' faulty procedures, Defendants reported
4 inaccurate information about Plaintiff's prior checking account and savings account
5 history.

6 10. Defendants have been reporting the inaccurate information through the
7 issuance of false and inaccurate credit information and consumer credit reports that
8 it has disseminated to various persons, both known and unknown.

9 11. Plaintiff has applied for and has been denied various bank accounts
10 and the basis for these denials was the inaccurate information that appears on
11 Plaintiff's credit reports, which was a substantial factor for those denials.

12 12. Plaintiff's consumer reports and file have been obtained from
13 Defendant Early Warning and have been reviewed by prospective and existing
14 banks, and the inaccurate information has been a substantial factor in precluding
15 Plaintiff from opening bank accounts and obtaining other offers, known and
16 unknown.

17 13. Plaintiff has disputed the inaccurate information with Early Warning
18 by written communication to their representatives and by following Early Warning's
19 established procedures for disputing consumer credit information.

20 14. Plaintiff has disputed the inaccurate information with Early Warning
21 since July 2015.

22 15. Notwithstanding Plaintiff's efforts, Early Warning has sent Plaintiff
23 correspondence indicating its intent to continue publishing the inaccurate
24 information and Defendants continue to publish and disseminate such inaccurate
25 information to other third parties, persons, entities and banks. Early Warning has
26 repeatedly published and disseminated consumer reports to such third parties from
27 at least June 2015.

1 16. Despite Plaintiff's efforts, Early Warning has never: (1) contacted
2 Plaintiff to follow up on, verify and/or elicit more specific information about
3 Plaintiff's disputes; (2) contacted any third parties that would have relevant
4 information concerning Plaintiff's disputes; (3) forwarded any relevant information
5 concerning Plaintiff's disputes to the entities originally furnishing the inaccurate
6 information; and (4) requested or obtained any credit applications, or other relevant
7 documents from the entities furnishing the inaccurate information.

8 17. Notwithstanding Plaintiff's disputes, the Defendant Wells Fargo has
9 failed to conduct timely and reasonable investigations of Plaintiff's disputes after
10 being contacted by the relevant credit reporting agencies concerning Plaintiff's
11 disputes, has willfully continued to report such inaccurate information to various
12 credit reporting agencies, and has failed to mark the above accounts as disputed.

13 18. Despite Plaintiff's exhaustive efforts to date, Defendants have
14 nonetheless deliberately, willfully, intentionally, recklessly and negligently
15 repeatedly failed to perform reasonable investigations and/or reinvestigations of the
16 above disputes as required by the FCRA, have failed to remove the inaccurate
17 information, have failed to report on the results of their investigations and/or
18 reinvestigations to all credit reporting agencies, have failed to note the disputed
19 status of the inaccurate information and have continued to report the derogatory
20 inaccurate information about the Plaintiff.

21 19. As a result of Defendants' conduct, Plaintiff has suffered actual
22 damages in the form of lost credit opportunities, harm to credit reputation and credit
23 score, and emotional distress.

24 20. Defendants knew or should have known that their actions violated the
25 FCRA and CCRAA. Additionally, Defendants could have taken the steps necessary
26 to bring their agent's actions within compliance of these statutes, but neglected to
27

1 do so and failed to adequately review those actions to insure compliance with said
2 laws.

3 21. At all times pertinent hereto, Defendants were acting by and through
4 their agents, servants and/or employees who were acting within the course and
5 scope of their agency or employment, and under the direct supervision and control
6 of the Defendants herein.

7 22. At all times pertinent hereto, the conduct of the Defendants, as well as
8 that of their agents, servants and/or employees, was malicious, intentional, willful,
9 reckless, and in grossly negligent disregard for federal and state laws and the rights
10 of the Plaintiff herein.

11 **V.**

12 **FIRST CLAIM FOR RELIEF – EARLY WARNING SERVICES, LLC**

13 *Violation of FCRA Sec.1681(e)b*

14 23. Plaintiff incorporates the foregoing paragraphs as though the same
15 were set forth at length herein.

16 24. At all times pertinent hereto, Defendant Early Warning was a “person”
17 and “consumer reporting agency” as those terms are defined by 15 U.S.C. §
18 1681a(b) and (f).

19 25. At all times pertinent hereto, the Plaintiff was a “consumer” as that
20 term is defined by 15 U.S.C. § 1681a(c).

21 26. At all times pertinent hereto, the above-mentioned reports were
22 “consumer reports” as that term is defined by 15 U.S.C. § 1681a(d).

23 27. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Defendant Early
24 Warning is liable to the Plaintiff for willfully and negligently failing to employ and
25 follow reasonable procedures to assure maximum possible accuracy of Plaintiff’s
26 credit report, information and file, in violation of 15 U.S.C. § 1681e(b).

28. The conduct of Defendant was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, actual damages and harm to the Plaintiff that are outlined more fully above and, as a result, Defendant is liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, as well as such further relief, as may be permitted by law.

VI.

SECOND CLAIM FOR RELIEF – EARLY WARNING

Violation of FCRA Sec.1681i

29. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

30. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Early Warning is liable to the Plaintiff for willfully and negligently failing to comply with the requirements imposed on a consumer reporting agency of information pursuant to 15 U.S.C. 1681i.

31. The conduct of Early Warning was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, actual damages and harm to Plaintiff that are outlined more fully above and, as a result, Early Warning is liable to Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorney's fees and the costs of litigation, as well as such further relief, as may be permitted by law.

VII.

THIRD CLAIM FOR RELIEF – WELLS FARGO BANK NA

Violation of FCRA Sec.1681s2-(b)

32. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

33. At all times pertinent hereto Defendant is a furnisher of information and is a “person” as that term defined by 15 U.S.C. § 1681a(b).

34. Pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o, Defendant Wells Fargo is liable to the Plaintiff for willfully and negligently failing to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. §1681s-2(b).

35. Defendant Wells Fargo's conduct was a direct and proximate cause, as well as a substantial factor, in causing the serious injuries, damages and harm to the Plaintiff that are outlined more fully above, and as a result, Defendant Wells Fargo is liable to compensate Plaintiff for the full amount of statutory, actual and punitive damages, along with attorneys' fees and costs, as well as such other relief, permitted by law.

VIII.

THIRD CLAIM FOR RELIEF- EARLY WARNING

Violation of CCRAA

36. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

37. Defendant Early Warning is a “consumer reporting agency” as defined by Cal. Civ. Code § 1785.3(d).

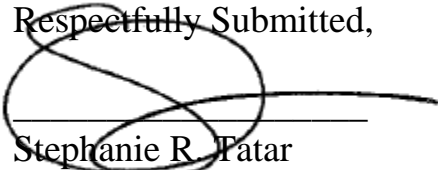
38. Plaintiff is a “consumer” as that term is defined by Cal. Civ. Code § 1785.3(b).

39. The above-mentioned credit reports were “consumer reports” as that term is defined by Cal. Civ. Code § 1785.3(c).

40. Pursuant to Cal. Civ. Code § 1785.31, Defendant is liable for violating the CCRAA by failing to follow reasonable procedures to assure “maximum possible accuracy” of the reports it sold, in violation of Cal. Civ. Code § 1785.14(b).

- 1 (a) Actual damages under the FCRA and CCRAA;
2 (b) Statutory damages under the FCRA;
3 (c) Punitive damages under the CCRAA;
4 (d) Punitive damages under the FCRA;
5 (e) Injunctive relief under the CCRAA;
6 (f) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§
7 1681n, 1681o and CCRAA § 1785.31(a)(1); and
8 (g) Such other and further relief as may be necessary, just and proper.

9 Dated: November 19, 2015

10 Respectfully Submitted,
11 

12 Stephanie R. Tatar
13 Tatar Law Firm, APC
14 3500 West Olive Ave., Ste 300
15 Burbank, CA 91505
16 (323) 744-1146 Telephone
17 (888) 778-5695 Facsimile
18
19
20
21
22
23
24
25
26
27